

## **DEFINITIONS FOR LIP**

### **Allowable Costs:**

Allowable costs are limited to those costs that are necessary and reasonable to accomplish approved project purposes (objectives).

- a.) All costs must be supported by source documentation or other records as necessary to substantiate the funds. Such documents are subject to review by the Division of Fisheries and Wildlife staff to determine the eligibility of costs.
- b.) Cost incurred prior to the effective start date of the grant agreement or after the close of the grant agreement are not allowed.
- c.) Administrative costs in the form of overhead or indirect costs are not allowable cost under the Landowner Incentive Program
- d.) Project costs (or match) derived from any federal source are NOT allowable costs
- e.) Cost prohibited under state or local laws or regulations are not allowable costs
- f.) Costs must be consistent with state/federal policies, regulations, and procedures

### **Reasonable Costs:**

Costs within the bounds of common sense. Costs that are not excessive or extreme; fair: *reasonable prices*.

### **Necessary Costs:**

Costs that are essential to obtain the objectives defined in the grant agreement. Costs that are needed to achieve the desired result.

### **Match (Cost Sharing):**

State participation is limited to 75% of eligible costs incurred in the completion of approved work or the state share specified in the grant agreement, which ever is less.

- a.) The non-state share of project costs may be in the form of cash or in-kind contributions. The eligibility and evaluation of in-kind contributions are subject to DFW review.
- b.) The non-state share of costs may not be derived from federal funds

### **In-Kind Contributions:**

Goods or services provided to meet match requirements rather than money.

- a.) In-kind contributions must meet the same standard as any other allowable cost item.
- b.) In-kind contributions can only be used to meet the Landowner's match requirements.

- c.) The value of in-kind contributions represents what the State would have paid for similar services on the open market.

**Direct Costs:**

Cost that can be directly related to producing specific goods or performing a specific service. For example, the wages of an employee engaged in mowing a field, to obtain the desired result of early successional habitat, can be attributed directly to the cost of creating the desired result. Certain other costs, such as administrative expenses, are more difficult to assign and are considered indirect costs.

**Indirect Costs:**

Often referred to as overhead, Indirect costs are costs that are not directly related to the production of a specific good or service, but are indirectly related to a variety of goods or services. For example, the operating expenses of a business, including the costs of rent, utilities, insurance, administration, communication, and taxes are often referred to as indirect costs. Indirect costs are not reimbursable under the Massachusetts Landowner Incentive Program.

**Overhead:** See Indirect Costs

**Land Use:**

The classification of land according to how it is used; for example, wildlife habitat, agriculture, industrial, residential, urban, rural, or commercial. Under the LIP program the *only* acceptable land use is wildlife habitat and the allowable activities compatible with grant agreement objectives.

**Contract:**

A legally enforceable agreement between a Contractor (LIP private land owner) and a Department (Fish and Game). An authorized signatory of the Contractor and the Department must execute a Standard Contract Form for Procurements under 801CMR 21.00 in accordance with policies and procedures issued by the Commonwealth. The Contract shall incorporate by reference a Commonwealth Terms and Conditions and will include the RFR, the Bidder's Response (The Scope of Services), Grant Agreement/Budget and Land Use Covenant; excluding any clauses or sections that are stricken by the Department as unacceptable and including any additional negotiated language as authorized under 801 CMR 21.07(1).

**Grant Agreement:**

The grant agreement is part of the landowner's contract. The grant agreement defines the budget and services to be rendered (and reimbursed) for a one year period that have been identified and agreed upon in the management plan.

**Covenant:**

A promise within a contract for the performance or nonperformance of a particular act. For LIP it is a legally binding agreement which the landowner promises to keep the parcel (project area) in the current land use. The covenant is filed with the deed with the Registry of Deeds. The landowner may change, but the covenant will run with the land for the duration of the covenant.

**Scope of Services:**

Services to be rendered by the Contractor (landowner) for the duration of the Contract, including but not limited to the services outlined in the Grant Agreement.

**Notice to Proceed:**

This letter officially notifies the landowner that the grant period has begun and they may begin work. It will outline the dates in which work must be performed, and will include a copy of the signed Contract for the landowner's records.

**Species at Risk:**

Any federally or state listed, proposed, or candidate animal or plant species or other species of concern as determined and documented by the Land Owner Incentive Program. For list of "species at risk" please see LIP website: \_\_\_\_\_.

**Private Land:**

Any land not owned by federal, state, or municipal agencies (i.e. any land that is publicly held). Land held by counties, cities, towns, or public schools are NOT eligible for LIP funding.

**LIP Project Area:**

A defined area in which the practices identified in the management plan (and contract) take place on the land owner's property. The MDFW LIP program does not require that the project area encompasses the landowner's entire property. The project area may be a portion of the property as defined in grant agreement and outlined by the map.

**Project:**

A discrete task to be undertaken by or with private landowners for the accomplishment of the defined LIP objectives. Projects are outlined in the grant agreement. There may be more than one project within a LIP Project Area.

**Landscape scale Project:**

A project that links similar habitats across more than one parcel of land, to create a larger intact mosaic suitable for species at risk. The parcels may be of multiple or single ownership. The landscape approach creates a partnership to conserve wildlife habitat on a large scale.

**LIP Management Plan:**

The management plan is one of the forms required to apply for LIP funding. The management plan outlines what the applicant plans to do and how they plan to do it within the project area. The management plan objectives must be to conserve species at risk through active wildlife habitat management. Example on the webpage. The management plan will be included within the agreed upon contract. The management plan is one of the forms required for a complete application.

**Management Practices:** see Practice Component List on the LIP Webpage.

A Management Practice is the process of actively managing lands and their resources to best meet wildlife needs over time, according to the land's capabilities. These practices must be for the benefit of Species-at-risk and be concerned with restoring or creating habitat to support these species.

**Early Successional Forest**

Succession is the natural replacement, in time, of one plant community with another. Conditions of the prior plant community (or successional stage) create conditions that are favorable for the establishment of the next stage. Early Successional Forest is the first stages of replacement of a natural community that develops immediately following the removal of vegetation in an area that has been recently disturbed naturally or through active management. . For instance, grasses may be the first plants to grow in an area that was burned. It is a transitional habitat that if left alone, will give way to another natural community that represents a further stage of succession.

**Monitoring and Evaluation**

The systematic evaluation of the results of the active management activities of wildlife habitat to determine how well objectives were met and how management practices may be adjusted to benefit Species-at-risk. Monitoring is a type of natural resource management that implies making decisions as part of an on-going process. Monitoring the results of actions will provide information that may indicate the need to change a

course of action. Scientific findings may also indicate the need to adapt resource management based on new information

### **Active Management**

Activities, based on the ecological knowledge of wildlife, designed primarily to promote the health of wildlife habitat for the purpose of Species-at-risk in a manner that promotes the needs of those populations. Examples of such activities are outlined in the Practice Components List on the LIP webpage.

### **Feasible**

Feasible means that a project is capable of being done practicably, in a successful manner within the allotted time frame, taking into account economic, environmental, and technological factors, without jeopardizing the objectives of the project.

Match (Cost Share)  
Direct Cost  
Indirect Cost  
Allowable Cost  
Reasonable Cost  
Land Use  
Contract  
Covenant  
Grant Agreement  
In-kind  
At Risk Species  
Private Land  
LIP Project Area (Practice area)  
Complete Project  
Management Plan  
Management Practices  
Grant Agreement Period  
Notice to Proceed  
Scope of service  
Monitoring  
Active Management  
Feasible

Acronyms:

DFW

LIP

WHIP

NEPA- National Environmental Policy Act

MEPA- Massachusetts Environmental Policy Act

MassWildlife – The Nickname for the Massachusetts Division of Fisheries and Wildlife

DEP

CZM

USFWS

MESA

DCR